

# EAST DUNDEE

## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting Agenda

Monday, October 21, 2024

6:00 PM

East Dundee Police Station, 2<sup>nd</sup> Floor Meeting Room

115 E. 3<sup>rd</sup> Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call – Trustee Brittin
3. Pledge of Allegiance
4. Public Comment - *Please keep comments to 5 minutes or less*
5. Announcements
6. Consent Agenda
  - a. [Motion to Approve Special Village Board Meeting Minutes Dated September 16, 2024](#)
  - b. [Motion to Approve Special Village Board Meeting Minutes Dated September 23, 2024](#)
  - c. [Motion to Accept the Warrants List in the Amount of \\$397,707.18](#)
  - d. [Motion to Approve an Ordinance Amending Sections 157.003 and 157.065 of the Zoning Ordinance Defining Data Centers and Creating Data Centers as a Permitted Use in the M-1 and M-2 Manufacturing Districts](#)
  - e. [Motion to Approve a Resolution Approving an Insurance Proposal from Alliant Insurance Services](#)
7. Other Agenda Items
  - a. [Snow Parking Restriction Pilot Program Discussion and Direction on Whether to Extend Through the 2024-2025 Snow Season](#)
  - b. [Discussion of Establishing a Four-Way Stop at the Intersection of River Street and Hill Street](#)
  - c. [Motion to Approve a Resolution to Accept a Proposal from Kathryn Eli \(Kathryn Eli Art\) for Muralist Services at 120 Barrington Avenue \(Village Hall\)](#)
  - d. [Motion to Approve a Resolution Approving the Purchase of Rock Salt from Morton Salt, Inc. in the Amount of \\$30,000 for Snow and Ice Control](#)
8. Village President and Board Reports
9. Staff Reports
10. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.
11. Adjournment

**1) CALL TO ORDER**

President Lynam called to order the Village of East Dundee Regular Board Meeting at 5:03 p.m.

**2) ROLL CALL:**

Trustees Kunze, Mahony, Brittin, Sauder, Saviano, and President Lynam were present. Trustee Treiber was absent. Quorum was met.

Also in attendance: Village Administrator Erika Storlie, Finance and Administrative Services Director Brandiss West, Assistant to the Village Administrator / Deputy Clerk Franco Bottalico, Chief of Police Joshua Fourdyce, Deputy Chief of Police Andrew Ritter, Director of Public Works Phil Cotter, and Building Inspector Chris Ranieri, Superintendent of Operations Gregg Goetz, and Management Intern Caleb Haydock.

**3) PLEDGE OF ALLEGIANCE:** Recited

**4) PUBLIC COMMENT:** N/A

**5) CONSENT AGENDA:**

- a. Motion to Approve Special Village Board Meeting Minutes Dated June 24, 2024**
- b. Motion to Approve Regular Village Board Meeting Minutes Dated August 19, 2024**
- c. Motion to Accept Warrants Lists in the Amounts of \$308,653.48**

Motion to approve the consent agenda by Mahony/ Brittin

Roll: Ayes – 5 – Kunze, Mahony, Brittin, Sauder, and Saviano. Nays – 0. Absent – 1 – Treiber. Motion is carried.

**6) OTHER AGENDA ITEMS:**

- a. Strategic Planning Discussion

Mel Henriksen and Alli Hoebing of NIU's Center for Governmental Studies gave a brief overview of how the night's strategic workshop would be structured.

Trustees and staff gave brief introductions along with an icebreaker that highlighted something they value in East Dundee.

Trustees and staff next listed potential goals they would like to see within the Village over the next 10-15 years. Conversation ensued.

Mel and Alli presented on the current progress of the strategic plan workshops and preceding stakeholder meetings.

Mel and Alli gave a brief progress report on the comprehensive plan that is being drafted at the same time by a separate NIU group.

Trustees and staff broke up for group "surrender or lead" exercises and then came back to the main group to present their findings.

Trustees and staff participated in a rapid-fire SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats) as a group.

Trustees and staff broke back up into groups to work on goal development and then presented their findings to the main group.

Mel and Alli concluded with a brief review of next steps and explained how goals will be prioritized and how the final report will be generated.

**7) REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam:** N/A

**Brittin:** N/A

**Kunze:** N/A

**Mahony:** N/A

**Sauder:** N/A

**Saviano:** N/A

**Treiber:** N/A

**REPORTS: STAFF**

N/A

**EXECUTIVE SESSION: N/A**

Motion to adjourn the meeting by Sauder/Brittin.

Motion is carried by voice vote and the meeting is adjourned at 8:15 p.m.

Respectfully submitted,

Caleb Haydock, Management Intern

By: \_\_\_\_\_  
Village President, Jeffrey Lynam

Attest: \_\_\_\_\_

Village Clerk, Katherine Diehl by Franco Bottalico, Deputy Clerk

**1) CALL TO ORDER**

President Lynam called to order the Village of East Dundee Special Village Board Meeting at 6:02 p.m.

**2) ROLL CALL:**

Trustees Kunze, Mahony, Brittin, Sauder, and President Lynam were present. Trustees Treiber and Saviano were absent. Quorum was met.

Also in attendance: Village Administrator Erika Storlie, Assistant to the Village Administrator / Deputy Clerk Franco Bottalico, Director of Public Works Phil Cotter, Village Engineer Joe Heinz, Fire Marshall Marc Quattrocchi, and Village Attorney Kelsea Neal Nolot.

**3) PLEDGE OF ALLEGIANCE:** Recited

**4) PUBLIC COMMENT:** N/A

**5) ANNOUNCEMENTS**

Representatives from the True Patriots Organization wanted to thank the Board for their support during their event on Memorial Day in which they brought in the Wall that Heals.

Deputy Chief Ritter presented Craig Martin the Service Recognition award for his work on the Police Commission.

**6) CONSENT AGENDA:**

- a. **Motion to Accept the Warrants List in the Amount of \$715,076.78**
- b. **Motion to Deny an Ordinance Granting a Variation from Section 157.033(B)(6)(B)(1) Regarding the Required Side Yard for a Proposed Driveway Located at 118 Aldis Drive East Dundee, IL 60118 (Pin 03-23-426-004) Located in the R-2 Single-Family Residence District**
- c. **Motion to Approve an Ordinance Granting a Class A-1 Liquor License to Foxy's Hideaway LLC Located at 319 Meier Street and Amending Section 116.05(B) of the Village Code to Increase the Number of Class A-1 Liquor Licenses**
- d. **Motion to Approve a Resolution Authorizing the Approval of a FY2024 Dundee Crossings Business Development District Façade Improvement Grant in the Amount of \$25,000 to Techworx, Inc (164 Dundee Ave.)**
- e. **Motion to Approve an Ordinance Amending Village Code Section 37.01, and Chapters 113 and 120, Concerning Food Trucks**

Motion to approve the consent agenda by Mahony/ Brittin.

Roll: Ayes – 4 – Kunze, Mahony, Brittin, and Sauder. Nays – 0. Absent – 2 – Treiber and Saviano. Motion is carried.

**7) OTHER AGENDA ITEMS:**

- a. **Motion to Approve a Resolution Waiving Competitive Bidding and Authorizing the Village Administrator to Enter into an Agreement with Lauderdale Electric, Inc. for the Provision of Services Related to Direct Boring of Conduit Regarding ComEd and Telecom Services Located at 102 N. River Street and 104-106 N. River Street in the Amount Of \$58,840**

Village Administrator Storlie gave a brief summary of item a, and provided additional context and background information. Conversation ensued.

Roll: Ayes – 5 – Kunze, Mahony, Brittin, Sauder, and President Lynam. Nays – 0. Absent – 2 – Treiber and Saviano. Motion is carried.

**b. Direction Regarding the Potential Removal of the Retaining Wall Located along IL Route 72 on N. Van Buren Street**

Discussion ensued. Village Administrator Storlie and Director of Public Works Cotter presented on item b and answered questions from the Trustees.

Trustee Brittin mentioned the Board's original plan was to update this intersection when it bought 2 and 4 N Van Buren Street, which included pushing back the retaining wall at some point. Discussion ensued about whether the Board would like to take it down now or wait until a developer gets involved.

Trustee Kunze asked about the resurfacing of the properties if the retaining wall was removed. Director of Public Works Cotter explained the proposed resurfacing/grading process.

Trustee Sauder asked about widening the sidewalk. Discussion ensued. Staff would further investigate.

Discussion ensued about the importance of making sure landslides do not happen in this area if the retaining wall is removed.

The Board agreed to move forward with the removal of the retaining wall and authorized staff to reach out to its contractor to begin the change order work and remove the retaining wall. Staff will create a resolution amending the current contract and will bring it to the Board at the next meeting post facto.

**c. Direction Regarding Potential Improvements to Village Hall and the Police Station Parking Lots**

Management Intern Caleb Haydock presented the 4-phase Village Hall improvement project as presented in the packet. Discussion ensued.

President Lynam asked Village Engineer Joe Heinz if there are traffic concerns to consider if creating 3<sup>rd</sup> Street into a one-way, which would have two one-way streets right next to each other. Discussion ensued. Village Engineer Heinz didn't think it would be a problem as most of the traffic would be seen on Barrington Ave. President Lynam was concerned about the use of brick pavers in the proposed designs. Discussion ensued.

Discussion ensued about previous Village Hall improvement plans and designs that have not been used.

Discussion ensued about a potential project timeline and prioritization.

Discussion ensued about potential TIF Funding.

**d. Public Comment Policy Discussion**

Trustee Sauder presented on item d, and provided additional background information. Discussion ensued regarding what is currently law and what is currently guidelines suggested by legal counsel. Staff was given direction on how to proceed. Village Administrator Storlie said she would create a draft for the next Board meeting.

**8) REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam:** Oktoberfest is coming up. Come one, come all.  
**Brittin:** Recapped the IML Conference and echoed Trustee Sauder’s thoughts regarding floodplains. Also, highlighted presentations on lead pipes, GIS capabilities, and communications improvements. Thanked Public Works for fixing the ADA parking space on River Street.  
**Kunze:** Recapped the Friend of the Fox river cleanup event. Wondered if Staff could ask River Lee’s to clean up their own parking lot so trash doesn’t build up as much.  
**Mahony:** Reminded the Board that the Longmeadow bike trail opened up. Also, mentioned that the Elgin Mall opened this past Friday. Thought the grand opening went very well. Wanted to thank Brandiss and everyone who was involved for a great Strategic Planning session last week. Excited for Oktoberfest!  
**Sauder:** Recapped the IML Conference and reviewed highlights regarding aquifers, TIF redevelopments, mass notification systems, and floodplains.  
**Saviano:** N/A  
**Treiber:** N/A

**REPORTS: STAFF**

Village Administrator Storlie mentioned that a news article regarding updates to the strategic and comprehensive plans will be released for the next newsletter.

**EXECUTIVE SESSION: N/A**

Motion to adjourn the meeting by Brittin/Kunze.  
Motion is carried by voice vote and the meeting is adjourned at 7:20 p.m.

Respectfully submitted,  
  
Caleb Haydock, Management Intern

By: \_\_\_\_\_  
  
Village President Jeffrey Lynam

Attest: \_\_\_\_\_  
  
Village Clerk Katherine Diehl by Deputy Clerk Franco Bottalico

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>201 PENNY APTS LLC</b>					
201-100824	TIF PAYMENT FOR 201 PENNY	10/08/2024	8,445.79		56-01-5876
Total 201 PENNY APTS LLC:			8,445.79		
<b>855 MAIN STREET LLC</b>					
855-100824	TIF REDEV AGMT	10/08/2024	96,701.84		38-01-5876
Total 855 MAIN STREET LLC:			96,701.84		
<b>ADVANCED AUTOMATION &amp; CONTROLS INC</b>					
24-4707	WW SCADA SERVICE	10/10/2024	240.00		60-33-5291
Total ADVANCED AUTOMATION & CONTROLS INC:			240.00		
<b>ALARM DETECTION SYSTEMS</b>					
621004	INSTALL ALARM SYSTEM	10/02/2024	770.07		60-33-5111
124595-1001	QUARTERLY SERVICE - WTP	10/06/2024	261.00		60-33-5290
Total ALARM DETECTION SYSTEMS:			1,031.07		
<b>ALBRECHT ENTERPRISES, INC.</b>					
5354	DEMO 4 N VAN BUREN	10/04/2024	16,330.00		32-32-5950
5355	DEMO RETAINING WALL	10/14/2024	14,135.00		32-32-5950
5354	DEMO 2 N VAN BUREN	10/04/2024	16,330.00		39-01-5957
5355	DEMO RETAINING WALL	10/14/2024	14,135.00		39-01-5957
Total ALBRECHT ENTERPRISES, INC.:			60,930.00		
<b>AT&amp;T</b>					
100424	ATT W/S	12/31/4353	403.02		60-33-5320
Total AT&T:			403.02		
<b>AZAVAR AUDIT SOLUTIONS</b>					
158111	LOCALGOV SERVICES AND LIC	09/30/2024	5,000.00		01-12-5290
Total AZAVAR AUDIT SOLUTIONS:			5,000.00		
<b>B&amp;F CONSTRUCTION CODE SERVICES INC</b>					
20014	INSPECTIONS	10/10/2024	135.00		01-25-5290
66366	PLUMBING PLAN REVIEW	10/08/2024	200.00		01-25-5290
66384	PLAN REVIEW	10/09/2024	200.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			535.00		
<b>BATEMAN LAW OFFICES, LTD</b>					
100424	AA HEARINGS	10/04/2024	285.00		01-21-5230
100424	AA BUILDING	10/04/2024	95.00		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			380.00		
<b>CALEB HAYDOCK</b>					
100824	NIU CLASSES	10/08/2024	30.00		01-12-5430
Total CALEB HAYDOCK:			30.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>CASSIDY TIRE &amp; SERVICE</b>					
922025005	TRAILER TIRES	09/25/2024	1,285.36		01-31-5120
922025259	MOWER TIRES	10/07/2024	101.82		01-31-5130
Total CASSIDY TIRE & SERVICE:			1,387.18		
<b>CHARLES EQUIPMENT ACQUISITION LLC</b>					
12802	OKT FEST RENTAL LIGHTS.	09/30/2024	5,149.96		01-37-5330
Total CHARLES EQUIPMENT ACQUISITION LLC:			5,149.96		
<b>CHRISTOPHER B BURKE ENGINEERING LTD</b>					
195727	68/BARRINGTON PED CROSSIN	10/09/2024	2,777.50		01-31-5220
195727	68/BARRINGTON PED CROSSIN	10/09/2024	348.75		01-31-5220
Total CHRISTOPHER B BURKE ENGINEERING LTD:			3,126.25		
<b>COMED</b>					
092824	COM ED STREETS	09/28/2024	1,911.67		28-01-5510
Total COMED:			1,911.67		
<b>DAVEY TREE EXPERT COMPANY</b>					
918953699	DEPOT TREE TREATMENT	10/03/2024	136.00		01-31-5190
Total DAVEY TREE EXPERT COMPANY:			136.00		
<b>DOWN TO EARTH LANDSCAPING</b>					
108391	SOIL	10/10/2024	30.00		01-31-5150
18392	SOIL	10/10/2024	60.00		01-31-5150
Total DOWN TO EARTH LANDSCAPING:			90.00		
<b>DUNDEE NAPA AUTO PARTS</b>					
489756	GENERATOR BATTERY VH	10/10/2024	199.13		01-31-5130
490106	BATTERY JUMPER	10/14/2024	139.99		01-31-5640
489756	GENERATOR BATTERY LIFT ST	10/10/2024	152.32		60-33-5131
Total DUNDEE NAPA AUTO PARTS:			491.44		
<b>ED'S, RENTAL &amp; SALES INC</b>					
434827-3	BACKHOE	10/10/2024	805.00		01-31-5530
Total ED'S, RENTAL & SALES INC:			805.00		
<b>ELROD FRIEDMAN LLP</b>					
093024	PROF LEGAL SERV	09/30/2024	11,901.00		01-12-5230
093024	POLICE LEGAL	09/30/2024	3,687.00		01-21-5230
093024	TIF 3 DOWNTOWN	09/30/2024	1,215.00		39-01-5230
093024	PUBLIC WORKS WATER FUND	09/30/2024	63.00		60-33-5230
Total ELROD FRIEDMAN LLP:			16,866.00		
<b>EMPLOYEE BENEFITS CORP</b>					
4650067	FLEX PLAN	10/15/2024	61.75		01-12-5060



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EMPLOYEE BENEFITS CORP:			61.75		
<b>ENTERPRISE FM TRUST</b>					
620259-10042	PD MAINT ON LEASE	10/04/2024	220.00		01-21-5120
620259-10042	PD MAINT ON VEH	10/04/2024	3,211.06		01-21-5120
620259-10042	PD LEASE	10/04/2024	7,242.39		01-21-5280
Total ENTERPRISE FM TRUST:			10,673.45		
<b>FIRST COMMUNICATIONS</b>					
127175455	VH PHONES	10/06/2024	242.03		01-12-5320
127175455	PHONE DEPOT	10/06/2024	20.99		01-12-5320
127175455	PHONES PD	10/06/2024	1,313.24		01-21-5320
127175455	PHONES WATER	10/06/2024	430.27		01-31-5320
127175455	PHONES P/W	10/06/2024	108.34		01-31-5320
127175455	PHONES SEWER	10/06/2024	466.87		60-33-5320
Total FIRST COMMUNICATIONS:			2,581.74		
<b>FLOOD BROTHERS</b>					
100124	GARBAGE	10/01/2024	23,936.45		01-33-5180
Total FLOOD BROTHERS:			23,936.45		
<b>GARY R WEBER ASSOCIATES</b>					
19452	WAYFINDING SIGNAGE	10/15/2024	3,212.50		34-01-5953
Total GARY R WEBER ASSOCIATES:			3,212.50		
<b>GATE OPTIONS</b>					
132037	PW GATE REPAIR	10/09/2024	213.00		01-31-5110
132037	WWTP GATE SERVICE	10/09/2024	213.00		60-33-5111
132039	WWTP GATE SERVICE	10/09/2024	1,477.40		60-33-5111
Total GATE OPTIONS:			1,903.40		
<b>GORDON FLESCH COMPANY, INC</b>					
4867645	PD COPIER OVERAGES	10/12/2024	343.58		01-21-5630
4867645	WTP COPIER OVERAGES	10/12/2024	156.36		60-33-5340
4867645	WW COPIER OVERAGES	10/12/2024	17.55		60-33-5340
Total GORDON FLESCH COMPANY, INC:			517.49		
<b>GRIFFIN WILLIAMS MCMAHON &amp; WALSH LLP</b>					
21655	LOCAL PROSECUTIONS	12/31/2253	750.00		01-21-5230
Total GRIFFIN WILLIAMS MCMAHON & WALSH LLP:			750.00		
<b>H&amp;H ELECTRIC CO.</b>					
44360	MISC STREET LIGHT REPAIRS	07/29/2024	1,537.08		01-31-5150
44359	STREET LIGHT POLE REPLACE	07/29/2024	13,118.01		15-01-5950
Total H&H ELECTRIC CO.:			14,655.09		
<b>HAWKINS, INC.</b>					
6889141	WTP CHEMICALS	10/15/2024	260.00		60-33-5650

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
6889142	WTP CHEMICALS	10/15/2024	10.00		60-33-5650
Total HAWKINS, INC.:			270.00		
<b>HEINZ, GERALD &amp; ASSOC.</b>					
21405	MISC ENGINEERING	10/03/2024	2,025.00		01-12-5220
21411	BEV RD UT EXT	10/03/2024	1,458.00		01-25-5290
21406	FAU STP BARRINGTON AVE	10/03/2024	243.00		01-31-5220
21409	2024 STREET PROGRAM	10/03/2024	1,389.00		32-31-6090
21408	JACKSON STREET PKG	10/03/2024	243.00		39-01-5961
21407	590 HEALY	10/03/2024	405.00		85-01-2395
21410	OC LAB	10/03/2024	1,264.50		85-01-2404
21412	OC LAB	10/03/2024	1,170.00		85-01-2404
Total HEINZ, GERALD & ASSOC.:			8,197.50		
<b>HEY AND ASSOCIATES, INC</b>					
24-0239-19221	BARTELS PARK OSLAD GRANT	10/14/2024	6,750.00		01-31-5220
Total HEY AND ASSOCIATES, INC:			6,750.00		
<b>HOME DEPOT</b>					
051324	CABOSE FENCE	01/20/3254	170.26		01-31-5110
051324	FENCE REPAIR LAKEWOOD CU	01/20/3254	77.51		01-31-5140
051324	FENCE REPAIR LAKEWOOD	01/20/3254	84.49		01-31-5140
051324	CONCRETE FOR SIGNS	01/20/3254	161.04		01-31-5150
051324	FLASHING	01/20/3254	18.63		01-31-5196
101324	DEPOT PILLAR REPAIR SUPPLI	10/13/2024	201.10		01-31-5196
101324	GUTTER TOOL	10/13/2024	47.93		01-31-5196
051324	FLOOR SCRAPER RENTAL	01/20/3254	100.00		01-31-5530
051324	VILLAGE HALL RENO	01/20/3254	66.08		32-15-5948
051324	VILLAGE HALL RENO	01/20/3254	223.95		32-15-5948
051324	WTP FILTER	01/20/3254	243.13		60-33-5141
101324	WWTP TOOLS/PARTS	10/13/2024	304.49		60-33-5640
Total HOME DEPOT:			1,698.61		
<b>HOPKINS FORD</b>					
093024	MISC VEHICLE REPAIRS	09/30/2024	712.03		01-31-5120
5081411	SERVICE	10/15/2024	428.00		01-31-5120
093024	MISC VEHICLE REPAIRS	09/30/2024	142.96		60-33-5120
Total HOPKINS FORD:			1,282.99		
<b>ILLINOIS ASSOC OF CHIEFS OF POLICE</b>					
18070	MEMBERSHIP	10/01/2024	115.00		01-21-5410
18523	MEMBERSHIPJF	10/01/2024	265.00		01-21-5410
Total ILLINOIS ASSOC OF CHIEFS OF POLICE:			380.00		
<b>J.G. UNIFORMS, INC</b>					
137493	UNIFORM DD	10/03/2024	345.90		01-21-5080
Total J.G. UNIFORMS, INC:			345.90		
<b>KANE COUNTY TREASURER</b>					
102124	03-23-360-010	10/21/2024	232.24		39-01-5235

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
102124	03-23-353-012	10/21/2024	2,471.43		39-01-5235
102124	03-23-360-009	10/21/2024	232.24		39-01-5235
102124	03-23-314-007	10/21/2024	3,917.43		39-01-5235
102124	03-23-314-001	10/21/2024	6,943.69		39-01-5235
102124	03-23-353-005	10/21/2024	3,361.74		39-01-5235
Total KANE COUNTY TREASURER:			17,158.77		
<b>KIESLER POLICE SUPPLY</b>					
24802+	FORCE ON FORCE SIM ROUND	08/20/2036	1,274.04		01-21-5430
Total KIESLER POLICE SUPPLY:			1,274.04		
<b>LAI LTD.</b>					
24-5252S	PLUG VALVE-SLUDGE SYSTEM	10/02/2024	1,041.00		60-33-5131
Total LAI LTD.:			1,041.00		
<b>LUMICHRON, INC</b>					
128614	DEPOT CLOCK	10/14/2024	5,337.50		34-01-5945
Total LUMICHRON, INC:			5,337.50		
<b>M.E. SIMPSON COMPANY INC</b>					
43117	WATER LEAK DETECTION SUR	09/30/2024	11,750.00		60-33-5290
Total M.E. SIMPSON COMPANY INC:			11,750.00		
<b>MARY KREBSBACH</b>					
101624	DEPOT MARKET REIMB	10/16/2024	87.50		01-09-4888
Total MARY KREBSBACH:			87.50		
<b>MENARDS - CARPENTERSVILLE</b>					
30181	LIGHT BULBS FOR VH	10/14/2025	13.94		01-21-5121
29003	BUILDING EXTERIOR SUPPLIE	09/23/2024	47.29		01-31-5110
29000	DEPOT GUTTERS	09/23/2024	12.92		01-31-5196
29001	DEPOT GUTTERS	09/23/2024	19.24		01-31-5196
29512	GRAFFITI COVER PAINT	10/03/2024	51.98		01-31-5630
Total MENARDS - CARPENTERSVILLE:			145.37		
<b>MIDWEST SALT</b>					
476596	COARSE SALT	10/01/2024	3,768.96		60-33-5650
Total MIDWEST SALT:			3,768.96		
<b>MOTOROLA SOLUTIONS INC</b>					
879532024090	MAINTENANCE AGREEMENT	10/01/2024	966.00		01-21-5360
Total MOTOROLA SOLUTIONS INC:			966.00		
<b>NICOR GAS</b>					
092624	GENERAL VILLAGE G	09/26/2024	153.63		01-31-5510
092624	NICOR S/W	09/26/2024	461.03		60-33-5510

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total NICOR GAS:			614.66		
<b>OTTO ENGINEERING</b>					
1176953	UNIFORM	10/08/2024	96.82		01-21-5080
1177094	EARPHONE KIT	10/10/2024	56.02		01-21-5080
Total OTTO ENGINEERING:			152.84		
<b>PADDOCK PUBLICATIONS, INC</b>					
308865	LEGAL NOTICE	10/07/2024	29.90		01-21-5450
Total PADDOCK PUBLICATIONS, INC:			29.90		
<b>PAUL SWEIGERT</b>					
600	OKT FEST DRONE FOOTAGE	09/28/2024	75.00		01-37-5330
Total PAUL SWEIGERT:			75.00		
<b>PLATT HILL NURSERY, INC.</b>					
2215219	SOD	10/04/2024	77.88		01-31-5196
2215875	SOD	10/07/2024	19.47		01-31-5196
2216001	SOD	10/08/2024	38.94		01-31-5196
Total PLATT HILL NURSERY, INC.:			136.29		
<b>RALPH HELM, INC</b>					
401592	SNOWBLOWER SERVICE	10/11/2024	384.14		01-31-5130
401593	SNOWBLOWER SERVICE	10/11/2024	312.45		01-31-5130
401594	SNOWBLOWER SERVICE	10/11/2024	114.92		01-31-5130
401595	SNOWBLOWER SERVICE	10/11/2024	137.00		01-31-5130
401596	SNOWBLOWER SERVICE	10/11/2024	219.24		01-31-5130
401597	SNOWBLOWER SERVICE	10/11/2024	236.86		01-31-5130
Total RALPH HELM, INC:			1,404.61		
<b>RAY O'HERRON CO. INC</b>					
2370877	UNIFORM	10/11/2024	66.00		01-21-5080
2370917	UNIFORM	10/11/2024	651.16		01-21-5080
2371458	UNIFORM	10/15/2024	94.99		01-21-5080
2371460	UNIFORM	10/15/2024	199.98		01-21-5080
Total RAY O'HERRON CO. INC:			1,012.13		
<b>RC CUSTOM PAINTING</b>					
1391	PAINT EXT OF DEPOT	10/03/2024	7,600.00		34-01-5945
Total RC CUSTOM PAINTING:			7,600.00		
<b>SHARP EXPRESS</b>					
1510	#23 TRAILER PLUG	01/29/3224	200.00		01-31-5120
1511	TILT TRAILER WHEEL HUBS/WI	06/04/2024	601.00		01-31-5120
1703	#20 STROBE REPAIR	08/12/2024	265.00		01-31-5120
1704	#28 LIGHT REPAIR	08/12/2024	265.00		01-31-5120
1714	#21 STROBE LIGHT WIRING	08/13/2024	265.00		01-31-5120
1809	#33 POWER STEERING	08/30/2024	1,114.20		01-31-5120
1809	#33 POWER STEERING	08/30/2024	1,114.20		60-33-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total SHARP EXPRESS:			3,824.40		
<b>STANDARD EQUIPMENT COMPANY</b>					
52829	SWEEPER BROOMS	10/01/2024	420.90		01-31-5130
Total STANDARD EQUIPMENT COMPANY:			420.90		
<b>STAPLES ADVANTAGE</b>					
7002499575	OFFICE SUPPLIES	10/05/2024	162.92		01-21-5610
Total STAPLES ADVANTAGE:			162.92		
<b>STEPHEN D. TOUSEY LAW OFFICES</b>					
100124	SDT	10/01/2024	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
<b>STEWART SPREADING</b>					
4000	BIOSOLIDS TRANS	10/15/2024	3,000.00		60-33-5287
Total STEWART SPREADING:			3,000.00		
<b>SUMMIT SQUARE ASSOCIATION</b>					
100424	ASSOCIATION DUES	10/04/2024	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
<b>TESTING SERVICE CORP.</b>					
132273	PARKING GARAGE SITE	09/30/2024	41,363.25		39-01-5961
Total TESTING SERVICE CORP.:			41,363.25		
<b>US BANK</b>					
1680 092524 K	MAILCHIMP	09/25/2024	80.00		01-12-5410
1680 092524 K	SIRIUS	09/25/2024	17.83		01-12-5410
5221 092524 B	ADOBE	09/25/2024	383.84		01-12-5410
6309 092524 E	IML	09/25/2024	325.00		01-12-5420
6309 092524 E	LYFT	09/25/2024	64.55		01-12-5420
9750 092524 F	IML CONFERENCE	09/25/2024	375.00		01-12-5430
1680 092524 K	SUPPLIES VH	09/25/2024	61.40		01-12-5610
5221 092524 B	COPY PAPER	09/25/2024	21.50		01-12-5610
5221 092524 B	STRING LIGHTS	09/25/2024	137.99		01-12-5630
8066 092524 C	VH SUPPLIES	10/04/2024	20.98		01-12-5630
8066 092524 C	VH SUPPLIES	10/04/2024	47.59		01-12-5630
9750 092524 F	FRIDGE FILTER	09/25/2024	36.54		01-12-5630
9750 092524 F	COMP PLAN TASK FORCE MTG	09/25/2024	79.99		01-12-5630
9750 092524 F	ICE COMP PLAN	09/25/2024	7.48		01-12-5630
1680 092524 K	GIFT CARD	09/25/2024	100.00		01-12-5645
3999 092524 P	STAFF LUNCHEON	09/25/2024	324.07		01-12-5645
5221 092524 B	EMPLOYE LUNCH	09/25/2024	21.16		01-12-5645
5221 092524 B	EMPLOYE LUNCH	09/25/2024	18.75		01-12-5645
5221 092524 B	EMPLOYEE LUNCH	09/25/2024	328.18		01-12-5645
5221 092524 B	EMPLOYEE LUNCH	09/25/2024	11.85		01-12-5645
1680 092524 K	SUPPLIES DONATION	09/25/2024	3.48		01-12-6005
4095 092524 K	MOBILE ADAPTER	09/25/2024	50.45		01-21-5080
4095 092524 K	RECHARGABLE BATTERY	09/25/2024	14.99		01-21-5080

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
4095 092524 K	FIREARM GRIP SLEEVE	09/25/2024	28.44		01-21-5080
5221 092524 B	COMCAST	09/25/2024	31.47		01-21-5320
1500 092524 A	MOCIC MEMBERSHIP	09/25/2024	37.50		01-21-5410
2107 092524 J	MEMBERSHIP	09/25/2024	14.99		01-21-5410
1500 092524 A	TRAINING	09/25/2024	751.47		01-21-5420
1500 092524 A	EVIND PROCESSING	09/25/2024	395.00		01-21-5430
1500 092524 A	CARDBOARD	09/25/2024	149.12		01-21-5430
2107 092524 J	CARDBOARD SHOOTING	09/25/2024	119.96		01-21-5430
1500 092524 A	PLAQUE	09/25/2024	110.00		01-21-5580
1500 092524 A	ENGRAV SIGNS	09/25/2024	199.00		01-21-5580
4079 092524 J	CANCER AWARENESS PATCHE	09/24/2025	173.00		01-21-5580
2107 092524 J	COPY PAPER	09/25/2024	39.49		01-21-5610
2107 092524 J	COFFEE	09/25/2024	39.99		01-21-5610
5221 092524 B	COPY PAPER	09/25/2024	38.69		01-21-5610
1500 092524 A	PD CAR WASH	09/25/2024	119.90		01-21-5630
1500 092524 A	EVID SHIPPING	09/25/2024	18.25		01-21-5680
8066 092524 C	TRUCK WASH	10/04/2024	8.00		01-25-5120
5221 092524 B	PATIO UMBRELLA	09/25/2024	119.97		01-31-5196
3999 092524 P	IPHONE STORAGE	09/25/2024	.99		01-31-5320
5221 092524 B	COPY PAPER	09/25/2024	21.49		01-31-5610
1680 092524 K	DURHAM BUS	09/25/2024	641.25		01-37-5330
8066 092524 C	OKT BUS SERV	10/04/2024	680.00		01-37-5330
5221 092524 B	WHEELCHAIR RAMP	09/25/2024	23.70		01-37-5610
1680 092524 K	ORIENTAL TRADING	09/25/2024	479.75		01-37-5630
1680 092524 K	SUPPLIES	09/25/2024	59.96		01-37-5631
1680 092524 K	SUPPLIES	09/25/2024	20.18		01-37-5631
2601 PP	OKT FEST DECOR AND SUPPLI	09/24/2025	822.50		01-37-5631
5221 092524 B	WHEELCHAIR RAMP	09/25/2024	759.96		01-37-5631
5221 092524 B	STRING LIGHTS	09/25/2024	23.99		01-37-5631
1680 092524 K	SUPPLIES EVENTS	09/25/2024	216.04		01-37-5790
9750 092524 F	DEPOT GAMS	09/25/2024	454.66		34-01-5941
5824 092524 G	IPHONE STORAGE	09/25/2024	.99		60-33-5320
Total US BANK:			9,132.32		
<b>USA BLUEBOOK</b>					
506187	WATER LAB SUPPLIES	10/07/2024	708.80		60-33-5630
Total USA BLUEBOOK:			708.80		
<b>WATER PRODUCTS COMPANY-AURORA</b>					
0325351-1007	SPRINGCREST SPRING LINE PI	10/07/2024	1,005.56		01-31-5140
Total WATER PRODUCTS COMPANY-AURORA:			1,005.56		
<b>WILSON NURSERIES INC</b>					
458053	PARKWAY TREES	10/14/2024	540.00		01-31-5190
458054	PARKWAY TREE	10/14/2024	232.05		01-31-5190
458143	PARKWAY TREES	10/15/2024	487.05		01-31-5190
458169	PARKWAY TREES	10/15/2024	738.00		01-31-5190
Total WILSON NURSERIES INC:			1,997.10		
Grand Totals:			397,707.18		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
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Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

## Memorandum



**To:** Village President and Board of Trustees

**From:** Franco Bottalico, Assistant to the Village Administrator

**Subject:** Text Amendment Regarding Data Centers

**Date:** October 21, 2024

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### **Action Requested:**

Staff and the Planning, Zoning, and Historic Commission ("PZHC") recommend approval of an ordinance amending Sections 157.003 and 157.065 of the zoning ordinance defining data centers and creating data centers as a permitted use in the M-1 and M-2 Manufacturing Districts.

### **Summary:**

Staff is preparing for the potential future growth of the Village and acknowledges that data centers are the latest in economic development. In order to remain competitive, staff submitted two public hearings to the PZHC for text amendments to the zoning ordinance to 1) define a data center, and 2) permit a data center by-right in the Manufacturing Districts. Staff proposes the following definition for data center which is cited from Elk Grove Village's zoning code:

**"Data center:** A facility primarily used for the storage, management, processing and transmission of digital data including related office areas through the use of support equipment such as servers, networks and other similar computer-based components."

At the October 16, 2024 special PZHC meeting, the PZHC conducted two public hearings and voted 5-0 to 1) include the above definition in the zoning ordinance, and 2) permit data centers as a permitted use in the Manufacturing Districts. The PZHC also included in its motion to recommend staff conduct a public hearing to consider data centers as a special use in certain business districts as well. Staff will prepare the public hearings at an upcoming PZHC meeting for that separate recommendation.

### **Attachment:**

Ordinance  
Certificate of Publication in the Daily Herald



ORDINANCE NUMBER 24 - \_\_

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AMENDING SECTIONS 157.003 AND 157.065 OF THE ZONING ORDINANCE DEFINING DATA CENTERS AND CREATING DATA CENTERS AS A PERMITTED USE IN THE M-1 AND M-2 MANUFACTURING DISTRICTS**

**WHEREAS**, the Village of East Dundee ("**Village**") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Village staff submitted a request for the consideration of amendments to Sections 157.003 and 157.065 of the Village of East Dundee Zoning Ordinance ("**Zoning Ordinance**") to define "data center" and allow data centers as a permitted use in the M-1 and M-2 Manufacturing Districts ("**Text Amendments**"); and

**WHEREAS**, public notice of a public hearing was published in the Northwest Suburbs Daily Herald and Fox Valley Daily Herald on September 26, 2024 regarding the Application before the Village's Planning and Zoning Commission was duly given, and a public hearing was held on the Application on October 16, 2024 to consider the Text Amendments; and

**WHEREAS**, at the conclusion of the public hearing, the Planning, Zoning and Historic Commission made findings and recommended that the Village President and Board of Trustees of the Village ("**Corporate Authorities**") approve the Text Amendments, as set forth in this Ordinance; and

**WHEREAS**, the Corporate Authorities have received and considered the recommendation of the Planning, Zoning, and Historic Commission and find it to be in the best interests of the health, safety and welfare of its residents to approve Text Amendments;

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

**SECTION 1: Incorporation.** That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Amendment to Section 157.003.** Section 157.003, titled "Rules and Definitions," of Chapter 157, titled "Zoning" of Title XV, titled "Land Usage," of the

Village Code of the Village is hereby amended as follows, with additions in **bold** and double-underlined and deletions ~~struck through~~.

“TITLE VII: LAND USAGE

\* \* \*

CHAPTER 157; ZONING

\* \* \*

§ 157.003 RULES AND DEFINITIONS.

\* \* \*

(B) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

\* \* \*

**DATA CENTER.** **A facility primarily used for the storage, management, processing and transmission of digital data including related office areas through the use of support equipment such as servers, networks and other similar computer-based components.**

**SECTION 3: Amendment to Section 157.065(A)(1)(h)(1).** Section 157.065, titled “General Requirements,” of Chapter 157, titled “Zoning” of Title XV, titled “Land Usage,” of the Village Code of the Village is hereby amended as follows, with additions in **bold** and double-underlined and deletions ~~struck through~~.

§ 157.065 GENERAL REQUIREMENTS.

(A) Allowable use of land and buildings.

(1) Allowable uses table. Permitted uses, special uses, accessory uses, and temporary uses in the manufacturing districts shall be as indicated on the following table. All other provisions of this chapter to the contrary notwithstanding, the Building Inspector shall determine whether a proposed use that is not specifically listed on the table is most similar to and compatible with one or more permitted uses, special uses, accessory uses, temporary uses, or prohibited uses and classify the use accordingly. Such determinations shall be recorded in writing and maintained on file in the Village Clerk's office.

Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit	Limited Manufacturing District (M-1)	Limited Manufacturing District (M-2)
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* * *		
<i>(h) Office uses.</i>		
1. Professional offices.		
Business office; goods, wares or merchandise are displayed or sold on the premise	P	
<u><b>Data center</b></u>	<u><b>P</b></u>	<u><b>P</b></u>
Engineering and architectural service	P	

**SECTION 4: Severability.** That if any Section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5: Effect.** That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_ 2024 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_ 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.

State of Illinois )  
Counties of Cook and Kane ) SS  
Village of East Dundee ) )

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning, Zoning, and Historic Commission of the Village of East Dundee will hold a public hearing on October 16, 2024, at 6:30 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following request:

1. A text amendment to Chapter 157 of the Village of East Dundee Zoning Ordinance in Section 157.003 Rules and Definitions, to add "Data center"; and
2. A text amendment to allow "Data center" as a P, permitted by-right, in the M-1 and M-2 Manufacturing Districts, as described in Section 157.065(A)(1)(h)(1) of the Zoning Ordinance in East Dundee, IL 60118.

PIN: N/A

Legal Description: N/A

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBottalico@eastdundee.net](mailto:FBottalico@eastdundee.net), or by phone at (224) 293-7102.

Published in Daily Herald Sep. 25, 2024 (261799)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Fox Valley  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/26/2024

in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 261799



State of Illinois )  
Counties of Cook and Kane ) SS  
Village of East Dundee ) )

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2. A text amendment to allow "Data center" as a P, permitted by-right, in the M-1 and M-2 Manufacturing Districts, as described in Section 157.065(A)(1)(h)(1) of the Zoning Ordinance in East Dundee, IL 60118.

PIN: N/A

Legal Description: N/A

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBottalico@eastdundee.net](mailto:FBottalico@eastdundee.net), or by phone at (224) 293-7102.

Published in Daily Herald Sep. 25, 2024 (261799)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Northwest Suburbs  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/26/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 261799



## Memorandum

**To:** Village President and Board of Trustees

**From:** Brandiss J. West, Finance & Administrative Services Director

**Subject:** 2024 – 2025 Risk Insurance Renewal

**Date:** November 6, 2023

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**Action Requested:**

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a contract with Alliant Insurance Services, Inc (353 N. Clark St. Chicago, IL 60654) in the amount of \$342,017 to provide general liability and workers compensation insurance coverage for a one-year term from December 1, 2024 through November 30, 2025.

**Funding Source:**

General Fund (01) & Water Fund (60)

**Summary:**

The Village's current insurance coverage term with Alliant Insurance Services will expire November 30, 2024. Alliant Insurance Services has submitted to the Village a renewal proposal for 2025 insurance coverage which will start on December 1, 2024 and continue through November 30, 2025. Alliant Insurance Services is the insurance broker for ICRMT and IPRF. The Village will continue to receive general liability coverage from the Illinois Counties Risk Management Trust (ICRMT) and workers compensation insurance from the Illinois Public Risk Fund (IPRF), both of whom negotiate rates on counties and municipalities' behalf. ICRMT is one of the longest active insurance programs in Illinois, providing property, casualty, and workers compensation coverage of Illinois public entities. ICRMT currently serves over 300 public entities. IPRF is Illinois' largest self-insured pool for workers compensation coverage and serves over 700 public entities.

The renewal cost for 2025 includes a 18% or \$52,819 increase over last year's renewal price. The average renewal increases this year is about 10% to loss free municipalities due to the negative municipal market conditions and inflation.

<b><u>Insurance Coverage</u></b>	<b><u>12/01/2023 - 11/30/2024</u></b> <b><u>Current Premium</u></b>	<b><u>12/01/2024 - 11/30/2025</u></b> <b><u>Proposed Premium</u></b>	<b><u>% Change</u></b>
Property and Casualty	\$199,385	\$212,551	6.6%
Workers Compensation	\$89,813	\$129,46	44.15%
<b>Total</b>	<b>\$289,198</b>	<b>\$289,198</b>	<b>18.3%</b>

These increases to the proposed premiums can be explained as follows:

- Continued cyber insurance market struggles, reinsurance premiums have doubled
- Continued national property rate struggles. Property reinsurance rates increased 20%.
- Continued excess liability stress, even more so in Illinois due to nuclear verdicts within the court system.
- Property values increased from \$58,582,321 to \$59,911,869 or 5.88%.
- Payrolls increased from \$3,618,617 to \$3,748,272 or 3.58%.
- Claims
  - 5 year total property claims - \$58,314
  - 5 year total general liability claims - \$23,736
  - 5 year total law enforcement - \$85,000
  - 5 year total Public Officials/Employment Practices - \$50,889
  - 20/21 Workers Compensation - \$201,081
  - 22/23 Workers Compensation - \$694,980
  - 23/24 Workers Compensation - \$133,393
    - There has been \$1,029,687 in workers compensation claims in the past 5 years.

***Future Recommendations:***

The insurance carrier has requested the Village Board of Trustees be aware of the ever-changing security protocols regarding cyber and security and the need to budget annually for cybersecurity enhancements as carriers evolve their requirements.

**IPRF (Safety) Grant Program:**

IPRF administers a safety grant program to ease the burden of safety-related expenses for municipalities. The grant covers training expenses, protective clothing, defibrillators, security cameras, rescue equipment and much more. The IPRF grant program is expected to be renewed again for 2025 and the Village is eligible to receive a \$3,304 award.

**Attachments:**

Resolution

Insurance Proposal from Alliant Insurance Services, Inc.



**RESOLUTION NUMBER \_\_\_\_-24**

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE  
APPROVING AN INSURANCE PROPOSAL FROM ALLIANT INSURANCE  
SERVICES**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

*Section 1.* The Insurance Proposal from Alliant Insurance Services providing general liability and workers compensation coverage effective December 1, 2024 through November 30, 2025 for the Village of East Dundee in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached.

*Section 2.* The Village President or Village Administrator shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

*Section 3.* This resolution shall take full force and effect upon its passage and approval as provided by law.

*Passed* by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

AYES:

NAYS:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Village President

*Attest:*

\_\_\_\_\_  
Village Clerk



## Village of East Dundee

12/1/2024 – 2025

### Property and Liability Insurance Proposal

Presented by Michael Alesia & Maggie Steibel  
Presented on October 2, 2024

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## Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

## Alliant Advantages

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

## Your Service Team

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## Executive Summary

The Public Entity Professionals of Alliant Insurance Services, Inc. appreciates the opportunity to present the following renewal insurance proposal to the Village of East Dundee for the 12/1/24-25 policy term.

The proposed terms reflect the changing environment and attitude of the industry towards municipal risks.

### **Property**

The Village's building and personal property limit is increasing from \$56,582,321 to \$59,911,860 or 5.88%. The deductible remains at \$5,000.

### **Crime**

The ICRMT has provided a competitive renewal quotation with \$500,000 limits and a \$1,000 deductible.

### **General Liability**

The Village's General Liability limits are \$1,000,000 per occurrence / \$3,000,000 aggregate quotation which is outlined in this proposal and includes a \$1,000 deductible. Sexual Abuse/Molestation is included with a \$100,000 limit and a \$2,500 deductible.

### **Auto Liability and Auto Physical Damage**

The Village's fleet exposure increased from 31 to 32 units. ICRMT's program includes a \$1,000,000 combined single limit with no deductible. The comprehensive and collision deductibles are \$1,000 each. Your Uninsured/Underinsured limits remain at \$50,000.

### **Public Officials Liability including Employment Practices Liability**

The ICRMT's quotation is outlined in this proposal. Limits are \$1,000,000 with a deductible of \$2,500. Please note that this is a Claim Made coverage form.

### **Violent Event Response Coverage**

The ICRMT is providing a \$500,000 Aggregate Limit for Violent Event Response Coverage with a \$1,000 Deductible.

### **Excess Liability**

As the Excess Liability coverage is a function of the primary layers rate and exposures, its rates follow form. The excess liability limit is \$7,000,000 with no deductible. Please note that the \$7,000,000 limit sits excess above each coverage affording the Village much more coverage.

The ICRMT can offer higher limits upon request.



## Executive Summary - Continued

### Workers Compensation

The Village of East Dundee's Administration has continued to stress the importance of risk management and safety to all their employees.

The estimated payrolls for the 2024/25 renewal increased, from \$3,618,617 to \$3,748,272 or 3.58%. The Village's annual Workers Compensation premium is increasing from \$89,813 to \$129,466 or 44.15%.

### Cyber Liability

The ICRMT's program includes Cyber Liability with a \$1,000,000 per occurrence / \$1,000,000 aggregate limit and applicable \$5,000 deductible. The program is reinsured through Tokio Marine Insurance Company.

### Summary

The Village's property and casualty premium is increasing from \$199,385 to \$212,551 or 6.6%.

The Village's Workers Compensation premium is increasing from \$89,813 to \$129,466 or 44.15%.

Overall, your premiums will increase from \$289,198 to \$342,017 or 18.3%.

The reasons for the increase are as follows:

- Continued cyber insurance market struggles, reinsurance premiums have doubled
- Continued national property rate struggles. Property reinsurance rates increased 20%.
- Continued excess liability stress, even more so in Illinois due to nuclear verdicts within the court system.
- Property values increased from \$56,582,321 to \$59,911,860 or 5.88%.
- Payrolls increased from \$3,618,617 to \$3,748,272 or 3.58%.
- Claims
  - 5-year total property claims - \$58,314
  - 5-year total general liability claims - \$23,736
  - 5-year total law enforcement - \$85,000
  - 5-year total Public Officials/Employment Practices - \$50,889
  - 20/21 Workers Compensation - \$201,081
  - 22/23 Workers Compensation - \$694,980
  - 23/24 Workers Compensation - \$133,393

We truly appreciate the opportunity to present our proposal and look forward to discussing our enclosed comprehensive risk management program with you.

## Loss Summary

### PROPERTY, INLAND MARINE & CRIME

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	2	\$	15,836	\$ -	\$ 15,836
12/1/22 - 12/1/23	ICRMT	3	\$	12,551	\$ -	\$ 12,551
12/1/21 - 12/1/22	ICRMT	4	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	3	\$	29,927	\$ -	\$ 29,927
12/1/19 - 12/1/20	ICRMT	1	\$	-	\$ -	\$ -
			\$	58,314	\$ -	\$ 58,314

### GENERAL LIABILITY, EBL & EMT

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	0	\$	-	\$ -	\$ -
12/1/22 - 12/1/23	ICRMT	3	\$	13,798	\$ -	\$ 13,798
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	3	\$	9,938	\$ -	\$ 9,938
			\$	23,736	\$ -	\$ 23,736

### AUTO LIABILITY including Medical Payments

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	0	\$	-	\$ -	\$ -
12/1/22 - 12/1/23	ICRMT	1	\$	6,327	\$ -	\$ 6,327
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
			\$	6,327	\$ -	\$ 6,327

## Loss Summary – Continued

### AUTO PHYSICAL DAMAGE

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	0	\$	-	\$ -	\$ -
12/1/22 - 12/1/23	ICRMT	2	\$	13,769	\$ -	\$ 13,769
12/1/21 - 12/1/22	ICRMT	3	\$	5,841	\$ -	\$ 5,841
12/1/20 - 12/1/21	ICRMT	1	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	1	\$	252	\$ -	\$ 252
			\$	19,862	\$ -	\$ 19,862

### LAW ENFORCEMENT LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	1	\$	-	\$ 15,000	\$ 15,000
12/1/22 - 12/1/23	ICRMT	0	\$	-	\$ -	\$ -
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	1	\$	42,903	\$ 27,097	\$ 70,000
			\$	42,903	\$ 42,097	\$ 85,000

### PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	1	\$	-	\$ 10,000	\$ 10,000
12/1/22 - 12/1/23	ICRMT	0	\$	-	\$ -	\$ -
12/1/21 - 12/1/22	ICRMT	2	\$	40,889	\$ -	\$ 40,889
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
			\$	40,889	\$ 10,000	\$ 50,889

## Loss Summary – Continued

### UMBRELLA LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/23 - 12/1/24	ICRMT	0	\$	-	\$ -	\$ -
12/1/22 - 12/1/23	ICRMT	0	\$	-	\$ -	\$ -
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
			\$	-	\$ -	\$ -

## Workers' Compensation Loss Summary

WORKERS COMPENSATION								
Policy Year	Carrier	Claims Open	Claims Closed	Total Claims	Total Paid	Total Reserves	Total Recovered	Total Incurred
12/01/2023 - 11/30/2024	IPRF	6	2	8	\$ 8,055.95	\$ 125,337.47	\$ -	\$ 133,393.42
12/01/2022 - 11/30/2023	IPRF	3	2	5	\$ 242,662.82	\$ 452,317.35	\$ -	\$ 694,980.17
12/01/2021 - 11/30/2022	IPRF	0	1	1	\$ 231.62	\$ -	\$ -	\$ 231.62
12/01/2020 - 11/30/2021	IPRF	0	0	0	\$ -	\$ -	\$ -	\$ -
01/01/2020 - 11/30/2020	IPRF	1	3	4	\$ 71,770.45	\$ 129,310.99	\$ -	\$ 201,081.44
	<b>Totals</b>	<b>10</b>	<b>8</b>	<b>18</b>	<b>\$ 322,720.84</b>	<b>\$ 706,965.81</b>	<b>\$ -</b>	<b>\$ 1,029,686.65</b>

## Premium Summary

	ICRMT/IPRF Expired 12/1/21 -22	ICRMT/IPRF Expired 12/1/22 -23	ICRMT/IPRF Expiring 12/1/23 -24	ICRMT/IPRF Renewal 12/1/24 -25
Package				
Property	\$ 151,687	\$ 166,994	\$ 199,385	\$ 212,551
Equipment Breakdown	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Inland Marine	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
General Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Auto Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Auto Physical Damage	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Law Enforcement Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Public Officials Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Employment Practice Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Excess Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Crime	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Cyber Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
<b>P&amp;C Sub Total</b>	<b>\$ 151,687</b>	<b>\$ 166,994</b>	<b>\$ 199,385</b>	<b>\$ 212,551</b>
Workers Compensation - IPRF	\$ 60,784	\$ 73,105	\$ 89,813	\$ 129,466
<b>GRAND TOTAL Premium</b>	<b>\$ 212,471</b>	<b>\$ 240,099</b>	<b>\$ 289,198</b>	<b>\$ 342,017</b>
Percent Change		13.0%	20.4%	18.3%
Terrorism	Included	Included	Included	Included

## Named Insureds

Village of East Dundee
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### NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

## Commercial Property Overview – Statement of Values

#	Address	Address Description	Building Value	Contents Value	Property In The Open	Total Value
1.1	112 Railroad Street	CABOOSE	\$ 36,722	\$ -	\$ 6,120	\$ 42,843
1.2	112 Railroad Street	Storage Shed	\$ 14,689	\$ -	\$ -	\$ 14,689
2.1	181 Water Street	NORTH FOOTBRIDGE	\$ 509,217	\$ -		\$ 509,217
3.1	611 E. Main St.	Vacant Condos (3)	\$ 2,323,180	\$ -		\$ 2,323,180
4.1	120 Barrington Ave	VILLAGE HALL	\$ 1,519,083	\$ 191,000	\$ 16,525	\$ 1,726,608
4.2	115 E Third Street	POLICE STATION	\$ 4,145,959	\$ 538,000		\$ 4,683,959
4.3	115 E Third Street	POLICE GARAGE REAR	\$ 203,197	\$ 70,000		\$ 273,197
4.4	115 E Third Street	Generator	\$ -	\$ -	\$ 146,890	\$ 146,890
4.5	115 E Third Street	Special Events Garage	\$ 35,498	\$ 9,000		\$ 44,498
4.6	115 E Third Street	Antenna - 80FT	\$ 30,602	\$ -	\$ 17,137	\$ 47,739
5.1	319 N River Street	DEPOT	\$ 341,518	\$ 27,000	\$ 35,498	\$ 404,017
6.1	116 Fox River Drive	Public Works Garage	\$ 182,388	\$ 40,000	\$ 4,284	\$ 226,672
7.1	446 Elgin Ave	Public Works Garage	\$ 1,251,010	\$ 229,000	\$ 62,428	\$ 1,542,438
7.2	446 Elgin Ave	Sludge Handling Bldg - WWTP	\$ 6,454,574	\$ 20,000	\$ -	\$ 6,474,574
7.3	446 Elgin Ave	Pump Station - WWTP	\$ 1,601,097	\$ -	\$ -	\$ 1,601,097
7.4	446 Elgin Ave	Gravity Thickener Bldg - WWTP	\$ 354,983	\$ -	\$ -	\$ 354,983
7.5	446 Elgin Ave	Generator 230kw	\$ 162,803	\$ -	\$ -	\$ 162,803
7.6	446 Elgin Ave	Salt Shed	\$ 183,612	\$ -		\$ 183,612
7.7	446 Elgin Ave	Blower Pad	\$ 148,114	\$ -		\$ 148,114
8.1	Hill St. & N. River St.	Lift Station	\$ 345,191	\$ -	\$ 612	\$ 345,803
9.1	Prairie Lakes Road	Lift Station	\$ 250,936	\$ -	\$ 3,672	\$ 254,609
9.2	Prairie Lakes Road	Water Tower	\$ 2,598,722	\$ -		\$ 2,598,722
10.1	Rt 25 & Milk Pail	Lift Station	\$ 190,956	\$ -	\$ 3,672	\$ 194,629
11.1	401 Elgin Ave.	Wastewater Treatment Plant	\$ 1,430,950	\$ 61,000		\$ 1,491,950
11.2	401 Elgin Ave.	PIO- Fencing	\$ -	\$ -	\$ 145,053	\$ 145,053
11.3	401 Elgin Ave.	Headworks Building	\$ 802,996	\$ 2,000		\$ 804,996
11.4	401 Elgin Ave.	Oxidation Ditch 301	\$ 6,333,390	\$ -		\$ 6,333,390



## Statement of Values – Continued

11.5	401 Elgin Ave.	Oxidation Ditch 302	\$ 6,333,390	\$ -		\$ 6,333,390
11.5	401 Elgin Ave.	Maintenance Garage	\$ 249,712	\$ 22,000		\$ 271,712
11.6	401 Elgin Ave.	UV Building	\$ 907,043	\$ -		\$ 907,043
11.7	401 Elgin Ave.	RAS Building	\$ 342,742	\$ -		\$ 342,742
11.8	401 Elgin Ave.	Clarifier 504	\$ 1,724,729	\$ -		\$ 1,724,729
11.9	401 Elgin Ave.	Clarifier 503	\$ 1,724,729	\$ -		\$ 1,724,729
11.10	401 Elgin Ave.	Clarifier 501	\$ 963,351	\$ -		\$ 963,351
11.11	401 Elgin Ave.	Clarifier 502	\$ 963,351	\$ -		\$ 963,351
11.12	401 Elgin Ave.	Chemical Feed Shed (301)	\$ 14,689	\$ -		\$ 14,689
11.13	401 Elgin Ave.	Chemical Feed Shed (302)	\$ 14,689	\$ -		\$ 14,689
11.14	401 Elgin Ave.	Effluent Meter Pit	\$ 29,378	\$ -		\$ 29,378
11.15	401 Elgin Ave.	Diversion Vault	\$ 162,803	\$ -		\$ 162,803
11.16	401 Elgin Ave.	RAS/WAS Pump Station	\$ 339,070	\$ -		\$ 339,070
11.17	401 Elgin Ave.	Finish Water Meter Pit	\$ 55,084	\$ -		\$ 55,084
12.1	411 Barrington	Well House #3	\$ 707,518	\$ -	\$ -	\$ 707,518
13.1	441 Barrington Ave	Standpipe - 140,000 gal.	\$ 282,762	\$ -		\$ 282,762
14.1	790 Dundee Ave	Water Tower	\$ 2,406,541		\$ 59,368	\$ 2,465,909
15.1	225 Prairie Lakes Road	Water Treatment Plant	\$ 5,357,798	\$ 55,000		\$ 5,412,798
15.2	225 Prairie Lakes Road	Generator	\$ 72,251	\$ -	\$ -	\$ 72,251
15.3	225 Prairie Lakes Road	Well #5	\$ 461,478	\$ -	\$ -	\$ 461,478
15.4	225 Prairie Lakes Road	Well #6	\$ 968,247	\$ -	\$ -	\$ 968,247
15.5	225 Prairie Lakes Road	Brine Tanks	\$ 130,977	\$ -	\$ -	\$ 130,977
15.6	225 Prairie Lakes Road	Wastewater Holding Tank - 105,593 Gal.	\$ 478,615	\$ -	\$ -	\$ 478,615
16.1	Rt 25 & Northlake	Well House #4	\$ 630,401	\$ -		\$ 630,401
17.1	Fox River Dr. & Campflint	Lift Station	\$ 222,783	\$ -	\$ 3,672	\$ 226,455
18.1	RT 68 & Prairie Lakes	Sign	\$ 4,896	\$ -	\$ -	\$ 4,896
19.1	RT 68 & Vista Ln.	Sign	\$ 4,896	\$ -	\$ -	\$ 4,896

## Statement of Values – Continued

20.1	RT 72 & Healey Rd.	Sign	\$ 4,896	\$ -	\$ -	\$ 4,896
21.1	Water St. & Lincoln Ave.	Sign	\$ 4,896	\$ -	\$ -	\$ 4,896
22.1	3 N. River St.	Sign	\$ 3,672	\$ -	\$ -	\$ 3,672
23.1	7 E. Main St.	Sign	\$ 3,672	\$ -	\$ -	\$ 3,672
24.1	Elgin Ave.	Sign	\$ 3,672	\$ -	\$ -	\$ 3,672
25.1	7 Maiden Lane	Haeger Potteries	\$ 568,032	\$ -	\$ -	\$ 568,032
26.1	218 S. Van Buren St.	Haeger Potteries	\$ 99,562	\$ -	\$ -	\$ 99,562
27.1	2 N Van Buren	Demoing buildings in August 2024	\$ -	\$ -	\$ -	\$ -
28.1	4 N Van Buren	Demoing buildings in August 2024	\$ -	\$ -	\$ -	\$ -
29.1	304 Hill & 309 Jackson	Soon to be parking garage	\$ 368,421	\$ -	\$ -	\$ 368,421
30.1	106 S. River Street	Closed on Aug 7th	\$ 80,791	\$ -	\$ -	\$ 80,791
31.1	408 Barrington Ave	Former pump station	\$ -	\$ -	\$ -	\$ -
32.1	406 Barrington Ave	Vacant	\$ -	\$ -	\$ -	\$ -
33.1	525 Higgins Road	Vacant (3 parcels)	\$ -	\$ -	\$ -	\$ -
34.1	311 Barrington Ave	Municipal parking lot (behind building)	\$ -	\$ -	\$ -	\$ -
35.1	Lot next to Caboose	Municipal parking lot	\$ -	\$ -	\$ -	\$ -
36.1	9-13 E. Main Street	Municipal parking lot (by Dairy Queen)	\$ -	\$ -	\$ -	\$ -
37.1	Bartels Park	Park Property in the open	\$ -	\$ -	\$ -	\$ -
			<b>\$58,142,927</b>	<b>\$1,264,000</b>	<b>\$ 504,933</b>	<b>\$ 59,911,860</b>

## Commercial Property Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

**Total Insured Value** \$ 59,911,860

### Limits

Building Value	\$ 58,647,860
Business Personal Property	\$ 1,264,000
Flood (Non-zone A & V)	\$5,000,000/\$250,000,000 Program Aggregate
Earthquake	\$5,000,000/\$250,000,000 Program Aggregate
Equipment Breakdown	\$ 59,911,860
Business Income/Extra Expense Inc. Limits	\$ 1,000,000
Course of Construction (Builders Risk)	\$ 1,000,000

### Deductible

Building & Contents	\$ 5,000
Equipment Breakdown	\$ 5,000
Flood	\$ 50,000 Per Occurrence
Earthquake	\$ 50,000 or 2%, whichever is greater
BI/EE & Utility Interruption	24 Hours
Mobile Equipment	\$ 1,000

### Mobile Equipment

EDP Equipment/Media	\$ 15,000
Cameras, Radios, Communication Equip	\$ 87,990
Mobile Equip. greater than \$10,000 per item	\$ 752,975
Mobile Equip. less than \$10,000 per item	\$ 180,265

*Please note LIMITS OF INSURANCE: In no event shall liability in any one occurrence for any one Building, and one Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust, nor shall liability exceed any specific Limit of Insurance applying to any Insured, Loss, coverage or location(s).*

\*Property Co-insurance Most property insurance policies contain a coinsurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Commercial General Liability Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Coverage Form

Occurrence

### Limits

General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Expense	\$ 5,000

**Deductible** \$ 1,000

Employee Benefits Per Employee	\$ 1,000,000
Employee Benefits Aggregate	\$ 1,000,000
Retroactive Date:	01/01/2017

**Deductible** \$ 2,500

EBL is on a Claims Made Form\*

### Sub-Limits

Sexual Abuse Liability – Claims Made	
Each Occurrence	\$ 100,000
Annual Aggregate	\$ 100,000
Retroactive Date	01/01/2017

**Deductible** \$ 2,500

Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Commercial Auto Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Limits

Combined Bodily Injury & Property Damage	\$	1,000,000	
Uninsured/Underinsured Motorist	\$	50,000	
Medical Expense	\$	5,000	Each Person
	\$	25,000	Each Occurrence
Hired & Non-Owned Auto Liability		Included	

### Deductible

Comprehensive	\$	1,000
Collision	\$	1,000
Liability	\$	0

### Auto Physical Damage

Total Scheduled Value	\$	1,585,702
Total Agreed Value	\$	0
Number of Vehicles		32

### Premium

Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Schedule of Vehicles

Agy Veh#	Year	Make	Model	VIN	Cost New	Department
12	1999	Cronkrite	Trailer - Bobcat	101700	\$ 1,863	Street
20	2001	Ford	Underground Truck - UG-01	A33688	\$ 27,768	Water/Sewer
13	2005	International	Dump Truck - 6-wheel #33	132613	\$ 83,816	Street
10	2006	Ford	Utility Truck F-350 (red) #24	D01748	\$ 41,551	Sewer
14	2008	Ford	Explorer Sports Trac	A81433	\$ 22,965	Building
4	2009	Ford	Expedition #38	A02434	\$ 32,325	Police
19	2009	Ford	Dump Truck - 1-ton #29	A84804	\$ 53,566	Water
21	2010	Ford	Pickup Truck - F250 #20	A85858	\$ 25,000	Water
15	2013	Econoline	Trailer- Tiltbed	118	\$ 11,875	PW
2	2014	Teske	Trailer - spec. events & misc	76578	\$ 550	PW
18	2014	Ford	Flatbed Truck - F550 #23	B14065	\$ 53,556	Street/Sewer/Water
22	2014	Ford	Pickup Truck - F550 #22	A26627	\$ 41,002	Water
23	2014	Elgin Pelican	Street Sweeper	P30356	\$ 189,948	Street
8	2015	Ford	Explorer #39	A41565	\$ 26,390	Police
11	2015	American	Box Trailer - sewer camera	48780	\$ 6,644	Sewer
1	2016	Steel	Trailer - fence	169511	\$ 5,550	PW
24	2020	Ford	Transit Van #25	A50299	\$ 153,549	Water
25	2021	Ford	Explorer	1FM5K8AB1MGA64362	\$ 60,000	Police
26	2021	Ford	Explorer	1FM5K8AB3MGA64363	\$ 60,000	Police
27	2021	Ford	Explorer	1FM5K8AB4MGC23634	\$ 60,000	Police
28	2021	International	HV607 #36	3HAEJTAR5ML541633	\$ 153,549	PW
29	2021	Ford	F150 4X2 #10	1FTMF1CB1MKE76853	\$ 20,901	PW
30	2021	Ford	Explorer	1FM5K8AB7MGC23630	\$ 60,000	Police
31	2022	GMC	Sierra 2500HD #21	1GT39LE75NF329887	\$ 47,709	PW
32	2022	Floe	UT 14 5 79 (label it Landscape Tra	4L4BA1410NM001484	\$ 5,375	PW
33	2024	Ford	Explorer	1FM5K8AB1RGA06906	\$ 53,315	Police
34	2024	Ford	Explorer	1FM5K8AB1RGA06579	\$ 53,315	Police
28	2022	Ford	F-350 4X4 #28	1FDBF3B63NEG37321	\$ 82,666	PW
12	2024	Chevrolet	Silverado 1500 WT #12	3GCNDAED4RG103975	\$ 47,548	PW
	2022	Eagle	Skid Steer Trailer	4ETF7202XN1006837	\$ 7,348	PW
3	2024	Ford	Explorer	1FM5K8AB8PGB55973	\$ 48,029	Police
5	2024	Ford	Explorer	1FM5K8AB1PGB56088	\$ 48,029	Police
					<b>\$ 1,585,703</b>	



## Description of Covered Auto Designation Symbols

Symbol	Description
1	<b>Any Auto</b>
2	<b>Owned Autos Only</b> – only autos you own (and for liability coverage, any trailers you don't own while attached to power units you own), this includes those autos you acquire ownership of after the policy begins.
3	<b>Owned Private Passengers Autos Only</b> – Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<b>Owned Autos Other Than Private Passenger Autos Only</b> – Only these autos you own that are not of the private passenger types (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<b>Owned Autos Subject to No-Fault</b> – Only those autos that is required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	<b>Owned Autos Subject to a Compulsory Uninsured Motorist Law</b> – Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirements.
7	<b>Specifically Described Autos</b> – Only those autos described on the policy schedule of covered vehicles for which a premium charge is shown and for Liability Coverage for any trailer you don't own while attached to any power unit described in the schedule of covered vehicles.
8	<b>Hired Autos Only</b> – Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners, or members of their households.
9	<b>Non-owned Autos Only</b> – Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes only autos owned by your employees or partners or members of their households, but only while used in your business or your personal affairs.
13	<b>Uninsured Motorist Coverage</b> – Applies to any auto you do not own and that is a covered auto under this policy for liability insurance and it is licensed or principally garaged in Illinois.
19	<b>Mobile Equipment Subject To Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only</b> – Only those “autos” that are land vehicles and that would qualify under the definition of “mobile equipment” under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

## Excess Liability

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Limits

Each Occurrence	\$ 7,000,000
General Aggregate	\$ 7,000,000

### Defense Inside/Outside the Limit:

Inside the Limit

### Underlying Coverages & Limits

General Liability	\$ 1,000,000/\$3,000,000
Law Enforcement	\$ 1,000,000/\$3,000,000
Automobile Liability	\$ 1,000,000
Public Officials (Claims Made)	\$ 1,000,000/\$1,000,000

### Self-Insured Retention / Deductible

None

### Premium

Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Crime Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

Coverages	Limits	Deductible
Blanket Employee Dishonesty	\$ 500,000	\$ 1,000
Loss Inside the Premises	\$ 500,000	\$ 1,000
Loss Outside the Premises	\$ 500,000	\$ 1,000
Money Orders and Counterfeit Currency	\$ 500,000	\$ 1,000
Depositors Forgery or Alterations	\$ 500,000	\$ 1,000
Computer Fraud	\$ 500,000	\$ 1,000
Funds Transfer Fraud	\$ 500,000	\$ 1,000
Social Engineering/False Pretenses	\$ 50,000	\$ 1,000

**Premium** Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Workers' Compensation Coverage

<b>Insurance Company</b>	Illinois Public Risk Fund
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Non-Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Coverage

Workers Compensation	Statutory
Employers Liability	
Each Accident	\$ 3,000,000
Disease – Each Employee	\$ 3,000,000
Disease – Policy Limit	\$ 3,000,000

Class Code	Classification	Renewal		Renewal		Renewal		Difference
		12/1/23 - 12/1/24	12/1/24 - 12/1/25	12/1/23 - 12/1/24	12/1/24 - 12/1/25	12/1/23 - 12/1/24	12/1/24 - 12/1/25	
		Payrolls	Payrolls	Rates	Rates	Premium	Premium	
5506	Street Maintenance	\$ 393,193	\$ 422,682	8.766	11.854	\$ 34,467	\$ 50,105	\$ 15,637
7520	Waterworks	\$ 189,183	\$ 203,372	2.905	3.752	\$ 5,496	\$ 7,631	\$ 2,135
7580	Sewage	\$ 82,005	\$ 88,155	3.464	4.776	\$ 2,841	\$ 4,210	\$ 1,370
7720	Policemen	\$ 1,955,963	\$ 2,005,842	2.037	2.871	\$ 39,843	\$ 57,588	\$ 17,745
8810	Clerical	\$ 875,230	\$ 901,487	0.110	0.156	\$ 963	\$ 1,406	\$ 444
9015	Building NOC	\$ -	\$ -	0.000	0.000	\$ -	\$ -	\$ -
9410	Municipal Employee:	\$ 123,043	\$ 126,734	2.915	3.752	\$ 3,587	\$ 4,755	\$ 1,168
		<b>\$ 3,618,617</b>	<b>\$ 3,748,272</b>			<b>\$ 87,196</b>	<b>\$ 125,695</b>	<b>\$ 38,498</b>
	Estimated Prorata Credit					\$ -	\$ -	\$ -
				Administrative Fee		\$ 2,617	\$ 3,771	\$ 1,154
<b>TOTAL</b>						<b>\$ 89,813</b>	<b>\$ 129,466</b>	<b>\$ 39,652</b>

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3 A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3 C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Law Enforcement Liability Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Limit

Each Occurrence	\$	1,000,000
Annual Aggregate	\$	3,000,000

**Deductible** \$ 2,500

### Coverages Include

- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos

**Premium** Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Public Officials Liability including Employment Practices Liability Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Limit

#### **Public Officials Liability**

Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
Retroactive Date	01/01/2017

#### **Employment Practices Liability**

Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
Retroactive Date	01/01/2017

**Deductible** \$ 2,500

**Coverages Include but not limited to**

- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act
- Employee Wage Reimbursement

**Premium** Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Cyber Coverage

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Coverage

Each Claim	\$	1,000,000
Annual Aggregate	\$	1,000,000
Retroactive Date		01/01/2017

<b>Deductible</b>	\$	5,000
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### Third Party Liability Insuring Agreements

MultiMedia Liability	\$	1,000,000	/\$1,000,000
Security and Privacy Liability	\$	1,000,000	/\$1,000,000
Privacy Regulatory Defense and Penalties	\$	1,000,000	/\$1,000,000
PCI DSS Liability	\$	1,000,000	/\$1,000,000

### First Party Insuring Agreements

Breach Event Costs	\$	1,000,000	/\$1,000,000
BrandGuard	\$	1,000,000	/\$1,000,000
System Failure	\$	1,000,000	/\$1,000,000
Cyber Extortion	\$	250,000	/\$250,000

<b>Cyber Crime</b>	\$	100,000	Aggregate (A, B, & C combined)
A. Financial Fraud Sublimit	\$	100,000	/\$100,000
B. Telecommunications and Utilities Fraud Sublimit	\$	100,000	/\$100,000

## Cyber Coverage – Continued

### C. Phishing Fraud Sublimits

1. Your Phishing Fraud Loss Sublimit	\$	100,000	/\$100,000
2. Client Phishing Fraud Loss Sublimit	\$	100,000	/\$100,000
3. Phishing Fraud Aggregate Sublimit (1&2 combined)	\$	100,000	Aggregate

**See Disclaimer Page for Important Notices and Acknowledgement**



## Violent Event Response

<b>Insurance Company</b>	Illinois Counties Risk Management Trust
A.M. Best Rating	N/A
Standard & Poor's Rating	N/A
State Covered Status	Admitted
<b>Policy/Coverage Term</b>	12/1/2024 to 12/1/2025
<b>Policy #</b>	TBD

### Coverage

Violent Event Response Coverage

Per Event Limit \$ 500,000

### Coverages Include

- Crisis Investigation
- Personal Crisis Management Event Response Team
- Crisis Communication Support, Media Management, Public Relations
- Temporary Security Measures

### Sub Limited Coverages

Medical Expenses	\$ 25,000	Per Person
Counseling Service Expenses	\$ 10,000	Per Person
Funeral Service Expenses	\$ 15,000	Per Person
Per Event Crisis Team Services	\$ 100,000	
Memorialization Expenses	\$ 250,000	

**Deductible** \$ 1,000

**Retro Active Date** Not Applicable

**Premium** Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Other Disclosures / Disclaimers - Continued

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures / Disclaimers - Continued

### Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***

## Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

### Target Coverages

	Yes	No
<b>MANAGEMENT LIABILITY</b>		
Directors & Officers Liability	<input type="checkbox"/>	<input type="checkbox"/>
Fiduciary Liability	<input type="checkbox"/>	<input type="checkbox"/>
Selecting the "Reject All or Accept All" option will override any selections you have made above	<input type="checkbox"/> Reject All <input type="checkbox"/> Accept All for Consideration	

\_\_\_\_\_  
**Signature of Authorized Insurance Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed / Typed Name**

## Optional Coverages – Continued

### Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

## Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Request to Bind Coverage

Village of East Dundee

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Commercial Property	<input type="checkbox"/>
Commercial General Liability	<input type="checkbox"/>
Commercial Auto	<input type="checkbox"/>
Excess Liability	<input type="checkbox"/>
Crime	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>
Law Enforcement Liability	<input type="checkbox"/>
Public Officials Liability including Employment Practices Liability	<input type="checkbox"/>
Cyber	<input type="checkbox"/>
Violent Event Response	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?  
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

<b>Signature of Authorized Insured Representative</b>	<b>Date</b>
---	-------------

Title

Printed / Typed Name

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.**



## Binding Subjectivities Recap

**ALL** coverages require

- A written request to bind coverage.
- All Surplus Lines Taxes/Fees are Fully Earned (only applies to a non-admitted carrier)
- Requested Payment Plan – Annual, 50/50, 25/6 (ICRMT)

Additional subjectivities are listed below by Coverage Line.

### Coverage Line and Description of Subjectivity(ies)

1. Signed ICRMT Contact and Acceptance Form

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Phil Cotter, Director of Public Works  
**Subject:** Snow Event Parking Restriction Pilot Program  
**Date:** October 21, 2024

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### **Action Requested:**

Staff requests Village Board discussion of the Snow Event Parking Restriction Pilot Program and direction on whether to extend through the 2024-2025 snow season.

### **Summary:**

Below is a summary of the Pilot Program to date:

- On February 6, 2023, the Village Board approved a Resolution authorizing the Snow Event Parking Restriction Pilot Program for the balance of the 22-23 snow season and the entire 23-24 snow season. This Pilot Program expired on April 1, 2024.
- Snow season is defined as December 1 through March 31.
- The Pilot Program prohibited parking on one side of designated residential streets within the Village, as identified in the attached Resolution, during the designated snow season.
- Parking is prohibited on all Village streets (both sides of the street) after the accumulated snow exceeds 2 inches in depth - for a 12-hour period after the snow stops falling. Per Title VII, Chapter 70, Section 70.04 of the Village Code.

Staff was unable to evaluate the effectiveness of the Pilot Program at the conclusion of the 23-24 snow season due to the limited amount of snow and minimal number of plowing events. Staff is seeking a consensus from the Village Board on whether to extend the pilot program through the 24-25 snow season (December 1, 2024 through March 31, 2025). If the Village Board elects to extend the pilot program, staff will present a resolution at the next Village Board meeting and begin re-advertising the pilot program. Staff would re-evaluate the effectiveness of the pilot program after the 24-25 winter season.

### **Attachments**

Resolution with Street List - Approved February 6, 2023

RESOLUTION NUMBER 03-23

**A RESOLUTION AUTHORIZING A  
SNOW EVENT PARKING RESTRICTION PILOT PROGRAM**

**WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, during snow events, the plowing and shoveling of streets, sidewalks and driveways causes snow to accumulate and become concentrated along the sides of the streets within the Village; and

**WHEREAS**, as a result of this accumulation, certain narrow, residential streets within the Village become hazardous to navigate during the winter months when vehicles are parking on both sides of the street; and

**WHEREAS**, the parking of vehicles on both sides of certain streets also has the potential of becoming a safety risk as emergency response vehicles are unable to use these streets and provide services to the Village residents in a timely manner; and

**WHEREAS**, pursuant to its home rule authority, the Board of Trustees of the Village of East Dundee desires to create a temporary pilot program to prohibit the parking of vehicles on certain streets within the Village during the winter months ("*Pilot Program*"); and

**WHEREAS**, the Village finds that the creation of a Pilot Program is desirable and in the best interest of the Village;

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

**Section One.** The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.

**Section Two.** The Village Board of Trustees hereby adopts the Pilot Program and prohibits vehicles from being parked on certain streets and locations within the Village, as set forth in **Exhibit A**, during the period of December 1 through March 31. Village staff are directed and authorized to publicize these parking restrictions in the manner they deem appropriate, including but not limited to, posting information on the Village website and installing signs at the prohibited parking locations.

**Section Three.** This Resolution shall be in full force and effect from and after its passage by a vote of the Village Board of Trustees and approval in the manner required by law, and shall remain in effect until April 1, 2024.

[SIGNATURE PAGE TO FOLLOW]


**PASSED** this 6th day of February 2023 pursuant to a roll call vote as follows:

AYES: Kunze, Brittin, Treiber and Sauder

NAYES: 0

ABSENT: Mahony and Saviano

**APPROVED** by me this 6th of February 2023.

  
\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

  
\_\_\_\_\_  
Katherine Diehl, Village Clerk

**Exhibit A****Street List**

<b>STREET NAME</b>	<b>FROM</b>	<b>TO</b>	<b>SIDE OF STREET – PARKING ALLOWED</b>
ABERDEEN DR	DEERPATH RD	BRAEBURN RD	WEST
BARRINGTON AVE	WATER ST	THIRD ST	SOUTH
BRAEBURN RD	HOWARD AVE	ABERDEEN DR	SOUTH
CRESTWOOD DR	PARK ST	DEERPATH DR	EAST
DEERPATH DR	CRESTWOOD	ABERDEEN DR	NORTH
FIRST ST	BARRINGTON AVE	CORP LIMIT	EAST
HILL ST	4 <sup>TH</sup> ST	N VAN BUREN ST	SOUTH
HILTON AVE	LINDEN AVE	REESE AVE	EAST
HOWARD AVE	REESE AVE	BRAEBURN RD	WEST
HOWARD CT	HOWARD AVE	END	NORTH (STEM)
KIMBERLY ST	PARK ST	DEERPATH DR	WEST
KING AVE	REESE AVE	PARK ST	WEST
LINDEN AVE	IL RT 72	HILTON AVE	EAST
LINDEN AVE	HILTON AVE	OAK DR	SOUTH
LINDEN AVE	OAK DR	PARK ST	EAST
MADISON CT	HOWARD AVE	WEST END	NORTH (STEM)
MADISON ST	HOWARD AVE	EAST END	SOUTH
MICHIGAN AVE	WATER ST	FIRST ST	SOUTH
NORTH ST	WATER ST	THIRD ST	NORTH
OAK DR	LINDEN AVE	KING AVE	SOUTH
PARK ST	HOWARD AVE	KIMBERLY ST	SOUTH

RAILROAD ST	4 <sup>TH</sup> ST	N VAN BUREN ST	NORTH
REESE AVE	HILTON AVE	DEAD END	NORTH
SECOND ST	WATER ST	BARRINGTON AVE	WEST
SECOND ST	BARRINGTON AVE	VILLAGE LIMITS	EAST
WENDT AVE	HILTON AVE	DEAD END	NORTH

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Phil Cotter, Director of Public Works  
**Subject:** Discussion of Establishing a Four-Way Stop at the Intersection of River Street and Hill Street  
**Date:** October 21, 2024

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### **Action Requested:**

Staff requests Village Board discussion of establishing a four-way stop at the intersection of River Street and Hill Street.

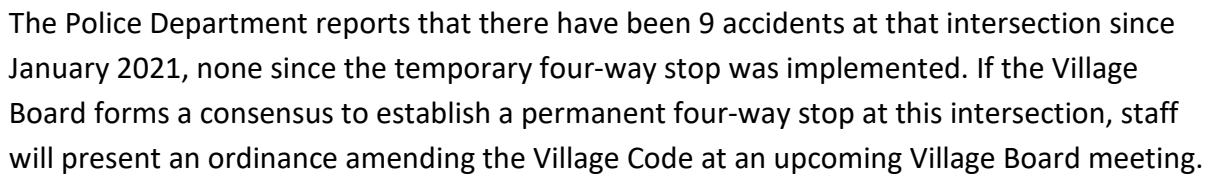
### **Summary:**

The intersection of River Street and Hill Street is currently a two-way stop for eastbound and westbound traffic. Temporary stop signs were installed on River Street (at Hill Street) for northbound and southbound traffic to establish a safer environment for pedestrians and construction traffic associated with the parking garage project.

Staff proposes to establish a four-way stop intersection based on the following reasons:

- Construction of the parking garage, and future developments on the west side of River Street, will generate significantly more pedestrian traffic crossing River Street at that intersection.
  - Two sidewalk crossings are being added to that intersection later this month. One will occur across Hill Street at the stop sign along with the elimination of the mid-block crosswalk across Hill Street. The other crossing will occur across River Street on the south leg of that intersection – between the curb bump-outs – connecting the bike trail to the sidewalk adjacent to the parking garage.
- Construction of the parking garage along with the curved configuration of River Street will impede the existing sight lines for vehicles that are eastbound on Hill Street approaching River Street.

Below is a drawing showing the locations of the two crosswalks that are being added to the intersection of River Street and Hill Street:





## Memorandum



**To:** Village President and Board of Trustees

**From:** Brandiss J. West, Finance & Administrative Services Director

**Subject:** Village Hall Mural

**Date:** October 21, 2024

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### **Action Requested:**

The Arts Council recommends Village Board approval of a resolution authorizing the Village Administrator to enter into an agreement with Kathryn Eli (Kateraaade) for the mural project at 120 Barrington Avenue (Village Hall), East Dundee IL in the amount of \$8,900.

### **Summary:**

The Arts Council has been actively working to enhance the visual appeal of the downtown area through public art projects that reflect the local culture and community values. The location is particularly significant as it is within a well-traveled path within the downtown corridor, making it an ideal canvas for public art.

The proposed mural will be designed around one or a combination of the following artistic themes:

1. **Folk art style** that draws inspiration from the natural surroundings and fables featuring local animals such as the fox, crane, crow, and rabbit. These themes are intended to create a whimsical yet culturally resonant visual narrative.
2. **Stylized human figures** with elongated features and limbs, offering a modern and artistic interpretation that complements the surrounding area.

These themes were selected to ensure that the mural aligns with the community's aesthetic values while offering a unique, vibrant, and creative addition to the public art scene.

After reviewing the extensive public art installations completed by local artist Kathryn Eli, the Arts Council agreed to select her as the muralist for this project. Eli is a well-regarded artist known for her ability to create engaging and meaningful public art. She has already completed several notable projects in East Dundee, including:

- A mural installation at the Spartan Axe facility.

- Multiple window mural installations throughout the community.

Her expertise and connection to the community make her an ideal choice for this project. The artist's biography/resume, proposal and examples of her previous work are included for further review. A draft rendering of the mural concept is included in the packet.

With verbal and written approval from the majority of the Village Board, the mural project has officially begun, taking advantage of the current optimal weather conditions. The project is expected to be completed by mid-November, contingent on continued favorable weather.

The total project cost is \$8,900, which covers the artist's fee, materials, and all associated costs. All necessary agreements, including general liability insurance and the payment schedule, have been secured, ensuring that the project adheres to the Village's financial guidelines.

**Attachments:**

Artist information

Proposal

Resolution

Executed Agreement



Kathryn Eli Art  
224-210-8672  
[kathryneli147@gmail.com](mailto:kathryneli147@gmail.com)

### Mural Proposal and Quote- East Dundee Village Hall 2024



Above: color mock of mural design by Kathryn Eli

Location/environment description: location- 199 3rd St, East Dundee. Outdoor exterior mural on painted stucco, wall in fair condition. Ground level. In front of parking spaces.

\*Request for wall to be washed to remove spider/webs and dirt, including under awning.

Project Description: Large scale hand painted exterior mural. Paint around windows and pillars, paint directly on door. Pillars are omitted from sqft calculation.

\*Efficiency/ priority timeline- committee requested completion by the end of the year. Ideal completion by mid Nov2024 due to weather restrictions (see note below).

Anti-graffiti applied on a lucky day 3-4 weeks after mural completion or first thing in spring 2025. Artist is responsible for the application of anti-graffiti 2 step top coat.

Theme Description: Stained glass inspired style illustrating a garden/nature theme with insects, and a view of the village on the river. Windows will have a painted border around them, the sky broken up into colorful organic sections of 'textured color' to emulate stained glass. The outlines will be painted a charcoal gray with subtle highlights to read as soldering.

The style is meant to encapsulate multiple meanings of the word 'conservation', while also being modern or progressive in its presentation.

This design was fit to the context of being applied on to the village hall building, as well as considered as a 'backdrop' to the future native species park- a site where native plants will be hosted, featured, and offered to residents through a lawn replacement initiative to promote biodiversity and wellness of plants and insects and wildlife in our area.

Off site: Sketch composition, color mock (both complete upon proposal)

On site: project design, paint, daily set-up and break down weather pending.

Wall Size: approx 47'8" x 9'3' or 445sqft

Materials\*:

(A) Exterior Latex Paint, low sheen.

(B) Anti-graffiti top coat and UV protection.

All other materials needed for this project are factored in and supplied by the artist.

**Quote: \$8,900**

Payment in full due upon completion.

Due to the tight timeline, and projected weather forecast and oncoming cold front, I am specially requesting for project approval to be expedited so I may project the design onto the wall **Wednesday night 10/16** and **begin painting Thursday 10/17**. I would then paint everyday weather permitting. Estimated 6-10 days on site.

To start ASAP I am also requesting for the wall to be spray washed to remove dust and spider webs, including under the awning. And to cut or pull the prairie grass in the mulch bed in front of the wall.

Please let me know if you have any questions

I look forward to working with you!

Kathryn Eli











Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, TO ACCEPT A PROPOSAL FROM  
KATHRYN ELI (KATHRYN ELI ART) FOR MURALIST SERVICES AT 120  
BARRINGTON AVENUE (VILLAGE HALL)**

**WHEREAS**, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village desires to retain Kathryn Eli (Kateraaade) to provide muralist services to the Village at 120 Barrington Avenue; and,

**WHEREAS**, and the President and Board of Trustees of the Village have determined that it is in the best interests of the Village to accept the Proposal for muralist services, which is attached hereto and made a part hereof, in order to define the scope and terms of the services Kathryn Eli (Kateraaade) will provide to the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

**Section 1.** That the Proposal for muralist services, attached hereto and made a part hereof, is hereby approved and the Village Administrator is hereby authorized to execute and deliver said Proposal on behalf of the Village.

**Section 2.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_, 2024

\_\_\_\_\_  
Jeffrey Lynam, Village President

Attest: \_\_\_\_\_  
Katherine Diehl, Village Clerk



**VILLAGE OF EAST DUNDEE  
PROFESSIONAL SERVICES AGREEMENT  
FOR EAST DUNDEE ARTS COUNCIL**

**THIS AGREEMENT (“Agreement”)** is dated as of the 16 day of October, 2024 (**“Effective Date”**) and is by and between the Village of East Dundee an Illinois home rule municipal corporation (**“Village”**), and Kathryn Eli, an individual (**“the Consultant”**) (collectively, the **“Parties”**).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Engagement of the Consultant.** The Village hereby engages the Consultant identified below to provide all necessary professional services and to perform the work in connection with the project described as follows: creating a piece of public art in the form of a mural for an outdoor environment that reflects the spirit of the Village for the property located at **120 Barrington Avenue**, East Dundee, IL 60118 as set forth in the Consultant’s proposal to the Village, and as accepted by the Village Board (collectively, the **“Services”**).

**B. Services.** The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

**C. Commencement; Time of Performance.** The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services to be completed no later than **November 30, 2024**. However, if conditions and/or scheduling constraints do not permit completion by **November 30, 2024**, completion is required in no event later than **February 28, 2024** (**“Time of Performance”**).

**D. Reporting.** The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

**E. Relationship of the Parties.** The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

**F. Information Releases.** The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

**G. Mutual Cooperation.** The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the

Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

#### **H. Compliance with Laws and Grants.**

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

#### **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

*@ \$8,900 11/21/11 KER*  
**A. Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed ~~\$13,500~~ ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

**B. Invoices and Payment.** The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

**D. Claim in Addition to Compensation.** If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the

Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits, Royalties.** The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager/Administrator after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. Approval and Use of Subcontractors.** The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to

all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

#### **SECTION 4. TERM OF AGREEMENT.**

**A. Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

**B. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

#### **SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

**B. Ownership.** The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

**C. Freedom of Information Act and Local Records Act.** The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

**D. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by

law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

## **SECTION 7. CONSULTANT REPRESENTATIONS.**

**A. Ability to Perform.** represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization.** The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

**C. Company Background.** The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

**D. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**E. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

**F. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default.** The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

**H. No Legal Actions Preventing Performance.** As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance.** The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

## **SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.**

**A. Indemnification.** The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

**B. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage

provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**C. No Personal Liability.** No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

## **SECTION 9. DEFAULT.**

**A. Default.** If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

**B. Remedies.** In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

## **SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**C. Village Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager/Administrator or their designee, to the extent provided for by law.



**D. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of East Dundee – Arts Council  
120 Barrington Avenue  
East Dundee, Illinois 60118  
Attention: Brandiss J. West  
E-mail: [bwest@eastdundee.net](mailto:bwest@eastdundee.net)

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60650  
Attention: Kelley A. Gandurski  
E-mail: [kelley.gandurski@elrodfriedman.com](mailto:kelley.gandurski@elrodfriedman.com)

Notices to the Consultant will be addressed to, and delivered at, the following address:

Kathryn Eli  
Email: [kathryneli147@gmail.com](mailto:kathryneli147@gmail.com)

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Kane County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Kane County, Illinois.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

**L. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits.** Exhibits **A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**N. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**O. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Survival.** The provisions of Sections 5, 8 and 9 will survive the termination or expiration of the Agreement.

**R. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**S. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: Katherine Diehl  
Village Clerk Katherine Diehl

**VILLAGE OF EAST DUNDEE**

By: Erika Storlie  
Village Administrator Erika Storlie

**CONSULTANT**

Kathryn ERA  
Artist

**EXHIBIT A**

**PROPOSAL**

***[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO VILLAGE]***

***[WILL INCLUDE SCHEDULE]***

## **EXHIBIT B**

### **INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

- \$2,000,000 – General Aggregate
  - \$2,000,000 –Products Comprehensive
  - \$1,000,000--Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of East Dundee including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

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## **GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER**

The Village has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
  - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
  - b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
  - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
  - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
  - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

## Memorandum



**To:** Village President and Board of Trustees

**From:** Phil Cotter, Director of Public Works

**Subject:** Purchase of Rock Salt

**Date:** October 21, 2024

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**Action Requested:**

Staff recommends Village Board approval of a resolution authorizing the purchase of rock salt for the 2024-2025 winter season in the amount of \$30,000 from Morton Salt, Inc. through the State of Illinois' joint purchasing program.

**Funding Source:**

Motor Fuel Tax (MFT) Fund, Account No. 28-01-5160

**Summary:**

The proposed FY 2025 Budget appropriates \$30,000 (estimated 400 tons at \$75.00 per ton) for the purchase of rock salt for snow and ice control. For the upcoming winter, staff again elected to participate in the State of Illinois' joint purchasing program through the Department of Central Management Services (CMS) for purchasing rock salt. To participate in the CMS program, the Village was required to declare its commitment in the spring by providing the state with the amount of requested salt. With the salt barn being near capacity, staff requisitioned 400 tons of additional salt for the coming winter.

The Village received notification from CMS that its awarded unit price for the purchase and delivery of rock salt is \$75.00 per ton from Morton Salt, Inc. This unit price reflects a decrease compared to last year's unit price of \$84.95 per ton.

Through the CMS program, the Village is obligated to purchase 80% (or a minimum of 320 tons) of the requisitioned amount (400 tons). The vendor is in turn obligated to maintain the unit price up to 120% (or 480 tons) of the requisitioned amount. Staff recommends opening a purchase order in the amount of \$30,000 which will allow staff to meet the minimum purchase requirement of 80% and, if needed, purchase close to the requisitioned amount of 400 tons.

**Attachments:**

Resolution



RESOLUTION NUMBER \_\_\_\_-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
APPROVING THE PURCHASE OF ROCK SALT FROM MORTON SALT, INC.  
IN THE AMOUNT OF \$30,000 FOR SNOW AND ICE CONTROL**

**WHEREAS**, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village provides snow and ice control on all Village roads during each winter season; and

**WHEREAS**, Village Staff recommends the purchase of up to 400 tons of rock salt from Morton Salt, Inc. in the amount of \$30,000 through the State of Illinois’ joint purchasing program for snow and ice control on all Village roads; and

**WHEREAS**, the Village’s corporate authorities determine that is in the Village’s best interest to purchase rock salt in the amount of \$30,000 for snow and ice control on all Village roads during the 2024-2025 winter season;

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The Village’s corporate authorities approve the purchase of rock salt in the amount of \$30,000.00 from Morton Salt, Inc. for snow and ice control on all Village roads during the 2024-2025 winter season.

**ADOPTED** this 21<sup>st</sup> day of October, 2024, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 21<sup>st</sup> day of October, 2024.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.